

# **EXHIBIT E**



November 21, 2008

Lehman Brothers Special Financing Inc.  
c/o Lehman Brothers Inc.  
Transaction Management Group  
Corporate Advisory Division  
745 Seventh Avenue  
New York, NY 10019

**VIA COURIER**  
**AND FACSIMILE**

**(212) 526-7672**  
**(212) 526-7187**  
**(646) 758-2192**

ATTN: Documentation Manager

cc: MBIA Insurance Corporation  
113 King Street  
Armonk, New York, 10504  
Attention: IPM-Structured

**VIA COURIER**  
**AND FACSIMILE**  
**(914) 765-3810**

RE: ISDA Master Agreement, Schedule (the "Schedule") and  
other documents relating thereto dated June 2, 2005  
between Lehman Brothers Special Financing Inc. (the  
"Counterparty") and AmeriCredit Automobile Receivables  
Trust 2005-B-M (collectively, the "Master Agreement")

Dear Sir/Madam:

AmeriCredit Automobile Receivables Trust 2005-B-M ("AmeriCredit") and the Counterparty are parties to the Master Agreement. Unless the context indicates otherwise, any capitalized terms used, but not defined herein, shall have the meanings ascribed thereto in the Master Agreement. Reference is also made to the Confirmation entered into pursuant to the Master Agreement between AmeriCredit and the Counterparty dated as of June 2, 2005, Effort ID: N645891 / Global ID: 2162536 related to the Class A-4 Notes (the "Confirmation").

As set forth in the notice from AmeriCredit sent to you on November 20, 2008 (the "Notice"), which is attached hereto as Exhibit A, AmeriCredit has designated November 20, 2008 as the Early Termination Date under the Master Agreement as the result of the occurrence of an Event of Default with respect to the Counterparty as the Defaulting Party under the Master Agreement.

This notice represents the statement under Section 6(d)(i) of the Master Agreement setting forth the net payment required to be made by AmeriCredit to the

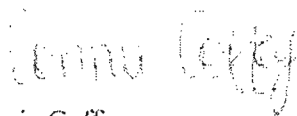
Counterparty pursuant to Section 6(e)(i)(3) of the Master Agreement and Part I(i) of the Schedule. Under Section 6(e) of the Master Agreement, if an Early Termination Date results from an Event of Default, an amount will be payable equal to the sum of the Settlement Amount plus the Termination Currency Equivalent of the Unpaid Amounts owing to the Non-defaulting Party less the Termination Currency Equivalent of the Unpaid Amounts owing to the Defaulting Party. Pursuant to the terms of the Master Agreement, in order to determine the Settlement Amount, the party making the determination must obtain at least three quotations from Reference Market-makers for each transaction. Since less than three Market Quotations have been obtained for each transaction, under the Master Agreement, Market Quotations cannot be determined with respect to the Transaction evidenced by the Confirmation and therefore the Loss measure of payment shall apply. Although under the Loss measure of payment we are not required to do so, we have calculated this amount by reference to a quotation in the amount of USD 343,010.28 (the "Settlement Amount") received from Wachovia Bank, National Association received by us on November 20, 2008, which is attached hereto as Exhibit B.

This Settlement Amount is added to the Unpaid Amounts due to the Counterparty resulting in a total termination payment of USD 691,008.98 from AmeriCredit to the Counterparty. Further detail regarding the calculation of this amount is set forth in Exhibit C. Interest on such amount will accrue from the Early Termination Date to the date of payment at the Applicable Rate.

If you have any questions with respect to this notice, please contact me at (817) 302-7061

Very truly yours,

AmeriCredit Automobile Receivables Trust 2005-B-M  
By: AmeriCredit Financial Services, Inc.  
as Attorney-In-Fact



Connie Coffey  
Senior Vice President, Treasury



November 20, 2008

Lehman Brothers Special Financing Inc.  
c/o Lehman Brothers Inc.  
Transaction Management Group  
Corporate Advisory Division  
745 Seventh Avenue  
New York, NY 10019

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cc: MBLA Insurance Corporation  
113 King Street  
Armonk, New York, 10504  
Attention: IPM-Structured

VIA COURIER  
AND FACSIMILE  
(914) 765-3810

RE: ISDA Master Agreement and Schedule thereto dated  
June 2, 2005 between Lehman Brothers Special Financing  
Inc. and AmeriCredit Automobile Receivables Trust 2005-  
B-M (the "Master Agreement")

Dear Sir/Madam:

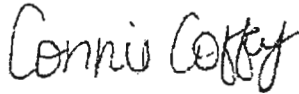
As a result of the filing on September 15, 2008 by Lehman Brothers Holdings Inc. (the Credit Support Provider of Lehman Brothers Special Financing Inc. ("LBSF") under the above-referenced Master Agreement) under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (Docket No. 08-13555), AmeriCredit Automobile Receivables Trust 2005-B-M ("AmeriCredit") hereby notifies LBSF that an Event of Default of the type specified in Section 5(a)(vii)(4) of the Master Agreement has occurred with respect to LBSF as the Defaulting Party. Pursuant to Section 6(a) of the Master Agreement, AmeriCredit hereby notifies LBSF that it is designating today, November 20, 2008, as the Early Termination Date under the Master Agreement and that effective as of today's date the Transaction memorialized by the Confirmation bearing reference numbers Effort ID: N645891 / Global ID: 2162536 dated as of June 2, 2005 between LBSF and AmeriCredit, which is the sole Transaction under the Master Agreement, is terminated.

AmeriCredit will, pursuant to the Master Agreement, calculate amounts payable in respect of the Early Termination Date and will notify LBSF when such amounts are determined.

Capitalized terms used herein but not defined herein shall have the meaning ascribed thereto in the above-referenced Master Agreement. If you have any questions with respect to this notice, please contact me at (817) 302-7061

Very truly yours,

AmeriCredit Automobile Receivables Trust 2005-B-M  
By: AmeriCredit Financial Services, Inc.  
as Attorney-In-Fact

A handwritten signature in cursive script that reads "Connie Coffey".

Connie Coffey  
Senior Vice President, Treasury

Exhibit B

To: Americredit Automobile Receivables Trust 2005-B-M

Attention: Kyle Gathright

Wachovia Bank, N.A. ("Wachovia") hereby confirms it provided you with the following quotation:

Quotation Date: November 20<sup>th</sup>, 2008

Transaction on which we quoted: A transaction between you and us ("Quote Transaction") commencing on the Quotation Date with payments, deliveries, and/or option rights that would be the economic equivalent of the remaining payments, deliveries, and/or option rights falling after the Quotation Date under a certain transaction described on the attached emails (which you provided to us for this purpose) assuming they were to continue to maturity.

Effective Date of Quote Transaction: November 6<sup>th</sup>, 2008 (this is the first day of the first Calculation Period of the Quote Transaction and does not mean the Quote Transaction became effective)

Wachovia's position  
in Quote Transaction: Floating Rate Payor

Your position  
in Quote Transaction: Floating Rate Payor

To enter into the Quote Transaction:  
Wachovia would have been willing to pay you the Upfront Payment.

Upfront Payment: USD \$343,010.28

Time as of which quotation was given: At or about 10:40 AM Eastern time

Person giving quotation: Spencer Langston

Notes: Please note that the Quote Transaction was not entered into. If Wachovia made an offer to enter into the Quote Transaction, such offer has expired and is null and void. Our quotation should not be construed as a commitment, and did not include any unpaid amounts.

Yours truly,

Spencer Langston

WACHOVIA BANK, N.A.

**Exhibit C—Calculation Statement**

(Amounts owed from AmeriCredit to the Counterparty are in parentheses)

Settlement Amount	USD (343,010.28)
Amounts Withheld by AmeriCredit Pursuant to Section 2(a)(iii) of the Master Agreement (the " <u>Withheld Amounts</u> ")	USD (346,911.00)
Interest on Withheld Amounts from Date Payable to the Early Termination Date	USD (1,161.48)
Total Termination Payment	USD (691,082.76)